

Coralville

AFSCME #183 (Mixed)

7/1/06-6/30/09

2006-2009 AGREEMENT

BETWEEN

THE CITY OF CORALVILLE

AND

**LOCAL 183, COUNCIL 61,
AMERICAN FEDERATION OF
STATE, COUNTY,
AND MUNICIPAL
EMPLOYEES, AFL-CIO**

**Representing Public Works,
Parks & Recreation Employees**

JULY 1, 2006 - JUNE 30, 2009

PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the following bargaining unit:

INCLUDED: All employees of the City of Coralville working in the Public Works Department and the Parks and Recreation Department.

EXCLUDED: All other employees of the City of Coralville including the Parks Superintendent, City Administrator, Streets and Solid Waste Superintendent, Parks & Recreation Department Director, City Engineer, Assistant City Engineer, Assistant to the City Engineer, Superintendent of Wastewater Treatment Plant, Superintendent of Water Department, Recreation Administrative Assistant, Activities Coordinators, confidential employees, and all other employees excluded by Section 4 of the Act.

ARTICLE II

DUES CHECK OFF

The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be picked up, or mailed to the Treasurer of the Union (to an address furnished) together with an itemized statement, by the fourth (4th) of the month.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE III
MANAGEMENT RIGHTS

Except as limited by the provisions and applications of this Agreement, nothing herein shall be construed to restrict, limit or impair the rights, powers, and the authority of the City under the laws of the State of Iowa. These rights, powers, and authority include, but are not limited and shall not be subject to the grievance or arbitration provisions of this Agreement to the following:

- a. To direct the work of its employees.
- b. To hire, promote, demote, transfer, assign and retain employees in positions within the departments.
- c. To suspend or discharge employees for proper cause.
- d. To maintain the efficiency of governmental operations.
- e. To relieve employees from duties because of lack of work or for other legitimate reasons.
- f. To determine and implement methods, means, assignments, work schedules and times, and personnel by which its operations are to be conducted and to develop and enforce rules of work and safety standards.
- g. To take such actions as may be necessary to carry out its mission.
- h. To initiate, prepare, certify and administer its budget.
- i. To exercise all powers and duties granted to it by law.
- j. To change existing and/or introduce new and/or improved methods, facilities and operations.

ARTICLE IV

GRIEVANCE PROCEDURE

- A. Grievance Definition - A grievance shall be a written complaint alleging a violation involving the application and interpretation of provisions of this Agreement.
- B. Purpose and Procedure
1. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
 2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by mutual agreement.
 3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the Employer, all grievances shall be processed outside the employee's work day.
 4. If an employee files any written claim or complaint against the employer in any form other than the grievance form set forth in this Agreement, the City shall not be required to process the same claim or set of facts through the grievance procedure.
 5. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.
 6. At all steps of a grievance the employer and Union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances in accordance with these procedures.

Step I. The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The employee's immediate supervisor shall attempt to adjust the matter and respond to the steward within fourteen (14) calendar days.

Step II. If the answer is not satisfactory, the matter shall be presented by the Union steward to the City Administrator within fourteen (14) calendar days after the supervisor's response is due. The City Administrator shall then respond to the Union steward or grievance committee in writing within fourteen (14) calendar days.

Step III. If the grievance still remains unadjusted, it shall be presented by the chief steward, Union representative or Union president to the Labor Relations Committee in writing within fourteen (14) calendar days after the response of the City Administrator is due. The Labor Relations Committee shall respond in writing to the chief steward, representative or Union president within fourteen (14) calendar days.

Step IV. If the grievance is still unsettled, either party may, within twenty (20) calendar days after the reply of the Labor Relations Committee is due, by written notice to the other party and the Iowa PERB requesting arbitration.

The Public Employee Relations Board shall be requested to provide a list of seven (7) arbitrators. The selection of the arbitrators shall be conducted by the Employer and the Union within fourteen (14) calendar days upon receipt of the list from PERB. The parties shall determine by a coin toss which party shall have the right to alternately strike one (1) name at a time from the list until one (1) name shall remain. The remaining name shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of the Agreement to the settlement of issues and grievances arising hereunder.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Employer and the Union.

ARTICLE V

DISCIPLINE AND DISCHARGE

Discipline

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Discharge

The Employer shall not discharge any employee without proper cause. If, in any case, the Employer feels there is proper cause for discharge, the employee involved will be suspended. The employee and his/her steward will be notified at the earliest possible time in writing that the employee has been suspended and is subject to discharge.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time, and with full restoration of all other rights and conditions of employment.

ARTICLE VI

HOURS OF WORK

Section 1. Consecutive Hours

The regular hours of work each day shall be consecutive except for interruptions for meal periods. There shall be no split shifts.

Section 2. Work Day

The regular work day shall consist of eight (8) consecutive hours of work except for interruptions for meal periods.

Section 3. Work Week

The work week shall consist of five (5) consecutive days normally Monday through Friday.

Section 4. Work Schedules

Work schedules showing the Employees' work days and hours shall be posted on the department bulletin board seven (7) days in advance of the work week. Work schedules will not be changed for the purpose of avoiding overtime.

Section 5. Break and Meal Periods

All employees will receive a meal break of thirty (30) minutes near the middle of their work day.

All employees will receive a fifteen (15) minute paid break during each one-half (1/2) work day.

Employees who are scheduled or are asked to work at least one (1) hour beyond their regular quitting time into the next shift shall receive a fifteen (15) minute break before they start to work on such next shift.

ARTICLE VII

TERMS AND ELIGIBILITIES

Classification of Employees

Full-time Regular Employee: A full-time regular employee is a person who works forty (40) hours or more a week on a regular basis.

Full-time Temporary Employee: A person who is hired to work forty (40) hours a week but only on a temporary basis.

Regular Part-time Employee: An employee who works less than forty (40) hours per week on regularly scheduled shifts or on regularly assigned basis.

Part-time Temporary Employee: A person who works less than forty (40) hours per week and is hired on a temporary basis.

Seasonal Employee: A seasonal employee is someone hired to work on a seasonal basis and is not covered by the terms of this Agreement.

Temporary or permanent reclassification will be made only by the Department Head.

Eligibility

A Full-time employee will be eligible for all benefits of the Agreement after completing a six (6) months period. If the employee in this category works longer than the six (6) months, the benefits eligibility applies retroactively to date of hire.

A Temporary employee who works six (6) consecutive months will be made a regular employee. A temporary employee who has been made a regular employee shall have the six (6) months of temporary status count as their probationary period. Permanent vacancies shall not be filled with temporary employees.

A Part-time regular employee is eligible for benefits computed every two (2) successive pay periods on prorated basis rounded off to the next lower whole hour worked. Regular part-time employees hired after July 1, 1986 will not be eligible for any benefits.

When the employee is laid off, leaves, or is discharged for any reasons whatsoever, applicable benefits will be calculated only to the most recent past pay period.

Full-time regular and Part-time regular employees shall serve a six (6) month probationary period during which they may be discharged at any time and shall be without recourse to the grievance procedure.

ARTICLE VIII

CLEAN-UP TIME

Maintenance and Park employees shall be granted a fifteen (15) minute personal clean-up period and report time prior to the end of each work shift, if needed.

ARTICLE IX

HOLIDAYS

The following days shall be recognized and observed as paid holidays for all eligible employees:

New Year's Day
President's Day
Memorial Day
July 4th

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Two (2) Personal Holidays to be designated by the employee. Personal holidays must be requested forty-eight (48) hours prior to the holiday. Employees hired in the months of July-December will receive one personal holiday the initial year. Only two (2) employees may be absent for the purpose of personal leave on the same day. Personal leave shall not be granted the day before or after a holiday or vacation.

When an employee is required to work the holidays listed above; he/she shall receive premium pay at the rate of one and one-half (1-1/2) the employee's regular rate in addition to their normal holiday pay for all hours worked. However, when an employee is required to work on a personal holiday, the employee will be paid straight time rather than time and a half (1-1/2) in addition to employee holiday pay. The employee may elect to receive the holiday pay in compensatory time off at a later date.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Holiday and comp. time shall be used within the contract year and is non-accumulative.

ARTICLE X

VACATIONS

Vacation time will be earned on the following basis:

<u>Length of Service</u>	<u>Days Earned Per Month</u>
0 - 1 year	1/2
1 - 3 years	3/4
3 - 5 years	1
5 - 10 years	1 1/4
10 - 15 years	1 1/2
15 - 20 years	1 3/4
20 ++	2

Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the working day immediately preceding the employee's vacation period.

Employees shall receive their vacation pay prior to the start of their vacation period upon request of the employee. Request must be made ten (10) work days prior to the start of the vacation.

Choice of Vacation Period

Vacation requests must be made in writing thirty (30) days prior to vacation unless other arrangements are made on individual basis between the Union and the Employer. Vacations shall be granted at the time requested by the employee, unless the nature of the work makes it necessary to limit the number of employees on vacation at the same time; the employee with the greater seniority shall be given his/her choice of vacation period, unless the employee waives this requirement, in writing, twenty (20) days prior to the vacation. In case it is not possible to grant the vacation request, the Employer shall state the reason in writing within thirty (30) days of the request and the employee shall be scheduled for a vacation by the Employer at a mutually agreeable time.

Vacation time can be accrued to a maximum of twice the annual entitlement. However, the employee must request the extension at least four (4) months prior to the end of the vacation earning year.

Holiday During Vacation Period

If a holiday occurs during the period in which a scheduled vacation is taken by the employee, the employee's vacation period shall be extended one (1) additional day before or after the vacation. This request must be specified when the vacation is scheduled.

Any employee who is required to work during his/her scheduled vacation period shall be paid at a rate of one and one-half (1-1/2) times his/her regular rate of pay. The employee may reschedule the whole or partial vacation.

When an employee has rescheduled his/her vacation, he/she will be placed on the top of the list for purposes of rescheduling his/her next vacation leave. Thus, he/she shall have preference over employees with more seniority than they in the scheduling of the vacation leave, provided the employee uses the first available time for vacation, and the rescheduling was done at the request of the Department Head solely for emergency reasons.

Vacation Rights in Case of Lay-Off or Separation

Any employee who is discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has accumulated at the time of separation. In case of lay-off the Employee may request the vacation pay. If lay-offs are for more than ninety (90) days, the employee shall be paid for the accrued vacation time.

ARTICLE XI

LEAVES OF ABSENCE

Employees shall be eligible for leaves of absence after six (6) months' service with the employer for the following.

A. Funeral Leave

1. In the event of death in the immediate family of an employee, to include spouse, parent, parent-in-law, child, brother, sister, grandparents, brother-in-law, or sister-in-law, the employee shall be granted three (3) days leave of absence with pay and one (1) day for a permanent member of the employee's immediate household to attend funeral services and personal matters. In the event additional time is required by the employee, he/she may use accrued vacation or personal holidays for this purpose.
2. In case of funerals of aunts and uncles, the employee shall be granted time off without pay not to exceed three (3) days. However, the employee may request a personal holiday or vacation, if eligible, in order to receive pay for these days.

B. Jury and Civic Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service or are subpoenaed to appear in court. Cases involving the employee's personal matters and which are not job related shall be excluded.

Employees shall be paid the difference between any duty compensation they receive and their regular wages for each day of court service.

C. Unpaid Medical Leave

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days provided appropriate medical verification is submitted by a doctor.

D. Education

Education required by the Employer shall be provided at the expense of the Employer including all time off related to the education.

E. Military Leave

Leave shall be as provided in the Code of Iowa.

F. Sick Leave

All eligible employees shall accrue sick leave at the rate of one and one-half (1-1/2) days for each full month of service. No sick leave shall accrue during any period of absence without pay. Sick leave will be allowed to accumulate to a maximum of one hundred twenty (120) days. Separation from City employment shall cancel all unused accumulated sick leave. However, when an employee is laid-off, any unused accumulated sick leave shall be restored, provided the employee

is re-employed by the City within one (1) year. All employees who have accumulated a minimum of thirty (30) days (two hundred forty [240] hours) in their sick leave account and who do not use sick leave for a full calendar month may elect to have one-fourth (1/4) day (two [2] hours) added to their accrued vacation account in lieu of adding one and one-half (1-1/2) days (twelve [12] hours) to their accrued sick leave account. Employees who have made this election will be allowed to accumulate up to and an additional three (3) days (twenty four [24] hours), with no carry over from year to year, of vacation. Upon retirement, employee shall receive cash payment for accumulated, unused sick leave not to exceed a total of two thousand dollars (\$2,000.00) payable during the pay period preceding the employee's retirement date.

Doctor's Report

In the event the Employer has reason to believe an employee is abusing sick leave or in the event sick leave is taken in excess of three (3) consecutive regularly scheduled days of work, the Employer may request a medical certificate or other appropriate verification.

G. On-the-Job Injuries

In the event the employee is injured on the job and requires time away from work, the Employer will pay the employee for the first three (3) days of such time without deduction from sick leave at the employee's regular straight time rate of pay for the number of hours the employee is regularly scheduled to work. The Employer shall be entitled to receive any Worker's Compensation payments to the employee for the first three (3) days.

Employees shall not be required to utilize sick leave, vacation or earned compensatory time prior to applying for Worker's Compensation benefits. Upon request, employees may supplement Worker's Comp. benefits with accrued sick leave, vacation or earned compensatory time. However, the total compensation received shall not exceed the employee's present salary.

H. Family and Medical Leave

Employees of the City are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act.

ARTICLE XII

INSURANCE

Hospital Insurance

The Employer shall make available and offer to all employees comprehensive major medical insurance coverage with a one hundred dollar (\$100.00) deductible required before benefits are payable. Following satisfaction of the deductible by the individual insured, the plan will have a coinsurance feature with a minimum of eighty percent (80%) to be paid by the insurance company and twenty percent (20%) to be paid by the insured. Maximum out of pocket expenses paid by the employee shall be five hundred dollars (\$500.00). The plan shall also include DXL coverage. The bid specifications will be submitted to the union prior to release to the vendors. Any grievance regarding level of coverages must be submitted within ten (10) days of receipt of the specifications.

1. Full-time employees shall be provided at the Employer's expense, a single person or family insurance policy (as per employee's request) as described below:

Plan Design Change ~ Deductible

	1 st Year	2 nd Year	3 rd Year
Single:	\$100	\$100	\$250
Family:	\$200	\$200	\$400

Plan Design Change ~ Out of Pocket Maximum

	1 st Year	2 nd Year	3 rd Year
Single:	\$500	\$500	\$500
Family:	\$500	\$500	\$1000

2. Fifteen thousand dollars (\$15,000.00) life insurance coverage shall be provided by the Employer.
3. Disability insurance coverage shall be provided by the Employer, and shall be continued at the present level of coverage.
4. The City shall have the right at any time to procure the insurance referred to in this Article from any reputable insurance company.
5. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (Company).

ARTICLE XIII

WAGES

Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position.

New employees will start at Step I of the appropriate pay grade and advance to Step 2 after successful completion of their probationary period.

Pay Period

The salaries and wages of all employees shall be paid bi-weekly.

Call Time

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate rate.

This provision will not apply to regularly scheduled week-end checks of the Water and Wastewater Treatment Plants. Employees who are scheduled for such checks will receive one and one-half (1-1/2) hours pay each day at time and one-half (1-1/2) for one (1) check each Saturday or Sunday. Any work beyond the routine checks will be paid at the appropriate rate.

Lead Worker Assignments

When a Streets Department or Sanitation Department employee is assigned by the Employer to be responsible for operations of the department in the absence of his/her supervisor, the assigned employee will receive \$1.00 per hour for all hours worked in that capacity. The lead worker premium will not be applied to routine standby pay, and is only intended for times when more than just the individual employee is on duty.

ARTICLE XIV

RATE OF PAY

Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Daily All work performed in excess of eight (8) hours in any work day.

Weekly All work performed in excess of forty (40) hours in any work week.

Sunday Work All hours worked on Sunday shall be paid at the rate of two (2) times the employee's regular straight time rate, excluding regularly scheduled work.

Distribution

Overtime work shall be distributed equally to employees working within the same job classification that normally perform the work involved. The distribution of overtime shall be equalized over each six (6) month period beginning on the first (1st) day of the calendar month following the effective date of this Agreement, or on the first (1st) day of any calendar month this Agreement becomes effective. If requested by the City, all employees may be required to work overtime in accordance with the distribution system.

On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to their credit at the time. If this employee does not accept this assignment, the employee with the next fewest number of overtime hours offered to his credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. However, any employee refusing overtime will be charged for purpose of distribution.

A record of the overtime hours offered each employee shall be posted on the department bulletin board quarterly.

If the Employer is unable to find enough employees to work overtime after following the above distribution procedure, the Employer may require the least senior employee(s) who normally performs the work involved to work the overtime unless such requirement would cause a substantial personal hardship upon the employee(s) in which case the Employer may require the next to least senior employee(s) to work the overtime.

Restrictive Time

Employees who are required by the city administrator or designee to be available on a restrictive status basis during hours other than their assigned work shift shall receive one (1) hour or portion thereof, of compensation at straight time for each ten (10) hours portion thereof, of restrictive time.

ARTICLE XV

SENIORITY

Definition

Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. Regular part-time employees also receive continuous service credit since his/her last date of hire.

Probation Period

New employees shall be added to the seniority list six (6) months after their date of hire.

Seniority Lists

Every July the Employer shall post on the bulletin board a seniority list showing the continuous service of each employee. A copy of the Seniority List shall be available to the Union when it is posted.

Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, unauthorized absence from work, and layoff for over six (6) months. No benefits are earned during any layoff.

Promotions

Whenever a job opening occurs - other than a temporary opening as defined below - in any existing job classification or as the result of the development or establishment of new job classifications, a notice of such opening shall be posted on the bulletin board for five (5) working days.

During this period, employees who wish to apply for the opening including employees on layoff may do so. The application shall be in writing, and it shall be submitted to the human resource manager.

When qualified employees are available, the Employer shall fill the opening by promoting from among the qualified applicants. In case of equal qualifications, seniority shall be the deciding factor.

There shall be a thirty (30) day period following the date of promotion wherein such employee shall be entitled to return to the job and department from which he/she came without prejudice if either the Employer or the employee so decides. If the employee reverts to his/her previous job and department, the notice of the opening shall be posted on the bulletin board for three (3) working days.

Temporary job openings are defined as vacancies that do not exceed six (6) months.

Temporary job openings may be filled by the Employer by assignment or reassignment and the assignment or reassignment shall be made in terms of a promotion based upon seniority.

Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

Layoff

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their seniority upon thirty (30) days notice of layoff.

The Employer will give notice of layoff as soon as it has reason to believe there will be a layoff. If the employer fails to give such a notice, the layoff notice will be extended by the length of the period between the time the Employer had knowledge that there would be a layoff and the date the Employer gave notice.

In addition, employees notified of layoff will be allowed to use leave without pay, vacation time and compensatory time for the purpose of job hunting.

Recall

Employees shall be recalled from layoff according to their seniority.

No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled if qualified for the job as determined by the City. Employees must return to work within two (2) working days after recall unless otherwise agreed to by the Union and the Employer. Employees shall retain recall rights for two (2) years from the date of their layoff.

ARTICLE XVI
STRIKES AND LOCKOUTS

Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

exceed eighty dollars (\$80.00) per pair for one (1) pair per year effective July 1, 2002 and ninety dollars (\$90.00) per pair for one (1) pair per year beginning July 1, 2003.

The employee shall submit a statement to the City offices from the firm selling the shoes showing the cost of the safety toe footwear. The City will reimburse the employee for the City cost.

Posting of Employee Benefits

The following benefit accruals for each employee will be posted on January 1st and July 1st of each year and show the semi-annual accruals and balance of each employee:

- a. Sick leave accumulation
- b. Vacation credit
- c. Personal Holiday credit
- d. The current rate of pay

Such posting will be made available to the Union steward when posted.

Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable in any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

Termination

This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2009.

This Agreement is executed and agreed this _____ day of _____, 2006.

FOR THE UNION:

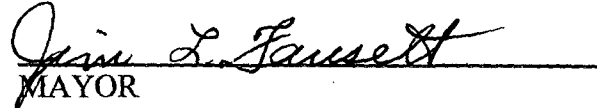

AFSCME/IOWA COUNCIL 61

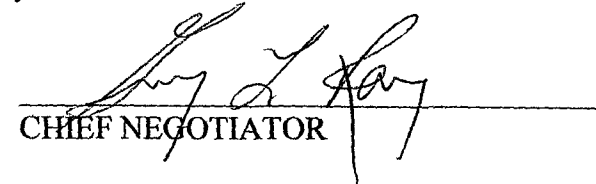

COMMITTEE MEMBER


COMMITTEE MEMBER


COMMITTEE MEMBER

FOR THE CITY OF CORALVILLE:


MAYOR


CHIEF NEGOTIATOR

APPENDIX A SALARY SCHEDULE

Full time probationary and regular part-time probationary employees will be eligible for a one (1) step merit increase in a pay grade upon completing a period of six (6) months of satisfactory performance and receiving a satisfactory evaluation, 2.49 or higher, by the supervisor. Employees who transfer from one grade to another are also eligible for a one (1) step merit increase in a pay grade upon completing a period of six (6) months of satisfactory performance and receiving a satisfactory evaluation, 2.49 or higher, by the supervisor.

Full time and regular part-time employees will be eligible for a one (1) step merit increase on their anniversary date upon completing one (1) year of satisfactory performance and receiving a satisfactory evaluation, 2.49 or higher, by the supervisor.

All employees will be evaluated in a period of thirty (30) days prior to their anniversary date and a recommendation forwarded to the City Administrator. It is agreed between the City of Coralville and the Public Works Union that the employees listed below shall maintain their hire date as the starting point in reference to seniority. However, beginning July 1, 2000, unlike other members of the unit not listed in this letter who receive their annual performance evaluations in a period thirty (30) days prior to their anniversary date, these employees shall receive their annual performance evaluations in a period thirty (30) days prior to July 1 of each year and, upon receipt of a satisfactory evaluation, 2.49 or higher, shall receive a step increase. Employees affected by this agreement include, Craig Baack, Mike Corso, and Steve Foley.

An employee, upon receipt of an unsatisfactory evaluation will be re-evaluated in sixty (60) days and upon a satisfactory evaluation will advance one (1) step at that time. Upon receipt of two (2) unsatisfactory evaluations in succession, disciplinary procedures will be initiated. An unsatisfactory job evaluation shall be when the average point value of applicable categories is 2.48 or below.

No step movement will be granted beyond the last step in the assigned grade. However, IIB employees begin at Grade IIB step 1 and are allowed to advance through Grade III, top step.

In the event a full time or regular part-time employee transfers to a union covered position in a different grade classification, he/she shall be placed at the step in the new grade in which the hourly wage is closest to, but not less than, his/her previous hourly wage.

Salary Schedule July 1, 2006

3% ATB

July 1, 2006 ~ 3%								
	1	2	3	4	5	6	7	
IV	\$36,815	\$38,275	\$38,901	\$39,840	\$40,597	\$41,379	\$42,032	
	\$17.70	\$18.40	\$18.70	\$19.15	\$19.52	\$19.89	\$20.21	
	\$1,415.96	\$1,472.11	\$1,496.20	\$1,532.30	\$1,561.42	\$1,591.51	\$1,616.61	
WW/W	\$32,247	\$33,917	\$34,622	\$35,561	\$36,292	\$37,335	\$37,988	
OP'S	\$15.50	\$16.31	\$16.65	\$17.10	\$17.45	\$17.95	\$18.26	
	\$1,240.29	\$1,304.51	\$1,331.61	\$1,367.72	\$1,395.83	\$1,435.97	\$1,461.06	
III	\$29,018	\$29,801	\$30,323	\$30,976	\$31,628	\$34,338	\$35,278	\$35,930
	\$13.95	\$14.33	\$14.58	\$14.89	\$15.21	\$16.51	\$16.96	\$17.27
	\$1,116.09	\$1,146.19	\$1,166.28	\$1,191.37	\$1,216.46	\$1,320.69	\$1,356.83	\$1,381.92
II	\$26,744	\$27,527	\$28,049	\$28,702	\$29,354			
	\$12.86	\$13.23	\$13.49	\$13.80	\$14.11			
	\$1,028.63	\$1,058.73	\$1,078.82	\$1,103.91	\$1,129.00			
I	\$24,228	\$24,949	\$25,570	\$26,224	\$26,912			
	\$11.65	\$11.99	\$12.29	\$12.61	\$12.94			
	\$931.84	\$959.58	\$983.45	\$1,008.63	\$1,035.06			

Salary Schedule July 1, 2007

3% ATB

July 1, 2007 ~ 3%								
	1	2	3	4	5	6	7	
IV	\$37,920	\$39,423	\$40,068	\$41,035	\$41,815	\$42,621	\$43,293	
	\$18.23	\$18.95	\$19.26	\$19.73	\$20.10	\$20.49	\$20.81	
	\$1,458.44	\$1,516.28	\$1,541.08	\$1,578.27	\$1,608.27	\$1,639.26	\$1,665.10	
WW/W	\$33,215	\$34,935	\$35,661	\$36,627	\$37,380	\$38,455	\$39,127	
OP'S	\$15.97	\$16.80	\$17.14	\$17.61	\$17.97	\$18.49	\$18.81	
	\$1,277.50	\$1,343.64	\$1,371.56	\$1,408.75	\$1,437.71	\$1,479.05	\$1,504.89	
III	\$29,889	\$30,695	\$31,233	\$31,905	\$32,577	\$35,368	\$36,336	\$37,008
	\$14.37	\$14.76	\$15.02	\$15.34	\$15.66	\$17.00	\$17.47	\$17.79
	\$1,149.58	\$1,180.57	\$1,201.26	\$1,227.11	\$1,252.95	\$1,360.31	\$1,397.54	\$1,423.38
II	\$27,547	\$28,353	\$28,891	\$29,563	\$30,235			
	\$13.24	\$13.63	\$13.89	\$14.21	\$14.54			
	\$1,059.49	\$1,090.49	\$1,111.18	\$1,137.02	\$1,162.87			
I	\$24,955	\$25,698	\$26,337	\$27,011	\$27,719			
	\$12.00	\$12.35	\$12.66	\$12.99	\$13.33			
	\$959.80	\$988.37	\$1,012.96	\$1,038.89	\$1,066.12			

Salary Schedule July 1, 2008

3% ATB

July 1, 2008 ~ 3%								
	1	2	3	4	5	6	7	
IV	\$39,057	\$40,606	\$41,270	\$42,266	\$43,069	\$43,899	\$44,591	
	\$18.78	\$19.52	\$19.84	\$20.32	\$20.71	\$21.11	\$21.44	
	\$1,502.20	\$1,561.77	\$1,587.31	\$1,625.61	\$1,656.51	\$1,688.44	\$1,715.06	
WW/W OP'S	\$34,211	\$35,983	\$36,730	\$37,726	\$38,502	\$39,609	\$40,301	
	\$16.45	\$17.30	\$17.66	\$18.14	\$18.51	\$19.04	\$19.38	
	\$1,315.82	\$1,383.95	\$1,412.71	\$1,451.01	\$1,480.84	\$1,523.42	\$1,550.04	
III	\$30,786	\$31,616	\$32,170	\$32,862	\$33,554	\$36,429	\$37,426	\$38,118
	\$14.80	\$15.20	\$15.47	\$15.80	\$16.13	\$17.51	\$17.99	\$18.33
	\$1,184.06	\$1,215.99	\$1,237.30	\$1,263.92	\$1,290.54	\$1,401.12	\$1,439.46	\$1,466.08
II	\$28,373	\$29,203	\$29,757	\$30,449	\$31,142			
	\$13.64	\$14.04	\$14.31	\$14.64	\$14.97			
	\$1,091.28	\$1,123.20	\$1,144.52	\$1,171.13	\$1,197.75			
I	\$25,703	\$26,469	\$27,127	\$27,821	\$28,551			
	\$12.36	\$12.73	\$13.04	\$13.38	\$13.73			
	\$988.59	\$1,018.02	\$1,043.35	\$1,070.05	\$1,098.10			

Salary Schedule January 1, 2009

January 1, 2009 ~ \$.15/hour								
	1	2	3	4	5	6	7	
IV	\$39,369	\$40,918	\$41,582	\$42,578	\$43,381	\$44,211	\$44,903	
	\$18.93	\$19.67	\$19.99	\$20.47	\$20.86	\$21.26	\$21.59	
	\$1,514.20	\$1,573.77	\$1,599.31	\$1,637.61	\$1,668.51	\$1,700.44	\$1,727.06	
WW/W OP'S	\$34,523	\$36,295	\$37,042	\$38,038	\$38,814	\$39,921	\$40,613	
	\$16.60	\$17.45	\$17.81	\$18.29	\$18.66	\$19.19	\$19.53	
	\$1,327.82	\$1,395.95	\$1,424.71	\$1,463.01	\$1,492.84	\$1,535.42	\$1,562.04	
III	\$31,098	\$31,928	\$32,482	\$33,174	\$33,866	\$36,741	\$37,738	\$38,430
	\$14.95	\$15.35	\$15.62	\$15.95	\$16.28	\$17.66	\$18.14	\$18.48
	\$1,196.06	\$1,227.99	\$1,249.30	\$1,275.92	\$1,302.54	\$1,413.12	\$1,451.46	\$1,478.08
II	\$28,685	\$29,515	\$30,069	\$30,761	\$31,454			
	\$13.79	\$14.19	\$14.46	\$14.79	\$15.12			
	\$1,103.28	\$1,135.20	\$1,156.52	\$1,183.13	\$1,209.75			
I	\$26,015	\$26,781	\$27,439	\$28,133	\$28,863			
	\$12.51	\$12.88	\$13.19	\$13.53	\$13.88			
	\$1,000.59	\$1,030.02	\$1,055.35	\$1,082.05	\$1,110.10			

GRADE CLASSIFICATIONS

Grade I Employees:

Part-Time Receptionist (Recreation)

Grade 1 new hires will begin at Grade I, step 1 and advance to step 5. There will be no advancement after this. 3 years to top of scale.

Grade IIA Employees 7/1/02-6/30/03; Grade II Employees 7/1/03 and Beyond:

Janitorial/Maintenance Worker

7/1/02-6/30/03 IIA employees are located on the Grade IIA pay scale. These employees begin employment at step 1 and advance to step 5. There is no advancement after step 5. 3 years to top of scale.

7/1/03 and beyond IIA employees are located on the Grade II pay scale.

The Transitioning to the new scale shall occur as listed below:

June 30, 2003	July 1, 2003
Grade IIA Step 1	Grade IIB Step 1 (To Be renamed Grade II)
Grade IIA Step 2	Grade IIB Step 2 (To Be renamed Grade II)
Grade IIA Step 3	Grade IIB Step 3 (To Be renamed Grade II)
Grade IIA Step 4	Grade IIB Step 4 (To Be renamed Grade II)
Grade IIA Step 5	Grade IIB Step 5 (To Be renamed Grade II)

Grade IIB Employees 7/1/02-6/30/03; Grade III Employees 7/1/03 and Beyond:

Streets and Solid Waste Worker IIB

Solid Waste and Streets Worker IIB

Parks Maintenance Worker IIB

Water Plant Maintenance Worker IIB

7/1/02-6/30/03 IIB employees are located on the Grade IIB pay scale. Grade IIB new hires begin employment at Grade IIB, step 1 and advance through Grade III, top step. 11 years to top of scale (10 years beginning July 1, 2000).

7/1/03 and beyond IIB employees are located on the Grade III pay scale.

The Transitioning to the new scale shall occur as listed below:

June 30, 2003	July 1, 2003
Grade IIB Step 1	Grade III, Step 1
Grade IIB Step 2	Grade III, Step 2
Grade IIB Step 3	Grade III, Step 3
Grade IIB Step 4	Grade III, Step 4
Grade IIB Step 5	Grade III, Step 5

Grade III Employees:

Streets and Solid Waste Worker III

Parks Maintenance Worker III

Effective 7/1/03 IIB positions per previous page included.

7/1/02-6/30/03 Grade III new hires will be required to possess the skills a IIB employee would have after a three year training period. If a Grade III position is open, an IIA or IIB employee may apply even if the three-year training period is not completed. If the IIA or IIB employee is hired, an accelerated training period will be required. Grade III positions begin at Grade III, step 1 and advance through Grade III, step 8. 6 years to top of scale. 7/1/02-6/30/03 Grade III will advance through step 7 or 5 years to top of scale.

7/1/03 and beyond – Grade III new hires begin at Grade III, Step 1 and advance through Step 8.

The Transitioning to the new scale shall occur as listed below:

June 30, 2003	July 1, 2003
Grade III Step 1-5	Grade III Step 6 (Entire year. See Below)
Grade III Step 6	Grade III Step 7
Grade III Step 7	Grade III Step 8

All employees who move from Grade III Steps 1-5 to Grade III Step 6 shall begin receiving annual contract increases and anniversary increases (probationary increases if applicable) together at the beginning of each contact year. This is similar to those currently listed in paragraph 3 of Appendix A. Employees who fall under this criteria can be added to the list once those names are known. (This provision is put in place to avoid "leapfrogging" possibilities.

WW/W Operator Employees:

Water Plant Operator

Wastewater Plant Operator

WW/W Operator new hires will begin at Grade WW/W, step 1 and advance to step 7. 5 years to top of scale. Grade I operator licenses will be required upon hire and employees are expected to obtain Grade II license after hire.

Grade IV Employees:

Parks and Maintenance Coordinator

Parks and Building Maintenance Coordinator

Solid Waste/Recycling Coordinator

Grade IV new hires will begin at Grade IV, step 1 and advance to step 8 (step 7 after July 1, 2000). 6 years to top of scale (5 years after July 1, 2000). Grade IV employees will act as working foreman/training specialists, etc.